ler, 59 N. Y. App. Div. 207. However, in other states a contrary rule applies, and the two offences must be of the same character. *Bast v. Bast,* 82 Ill. 584; *Benerfening v. Benerfening,* 23 Minn. 563. In England and in some of the states, desertion will bar a suit based on an act of adultery subsequently committed by the defendant. *Yeatman v. Yeatman,* L. R. 2 P. 187; *Walker v. Walker,* 172 Mass. 82; *Wilson v. Wilson,* 40 Ia. 230; *Conant v. Conant,* 10 Cal. 249.

EVIDENCE—HOMICIDE—UNCOMMUNICATED THREATS.—STATE V. BARKSDALE, 48 So. 264 (LA.).—*Held,* that in a prosecution for manslaughter, uncommunicated threats made by the deceased against the accused shortly before the homicide are admissible in evidence as tending to show who was the aggressor in the fatal encounter, and as supporting the plea of self-defense. Nicholls, J., *dissenting.*

There is little doubt but that evidence of threats is admissible to show *animus. Greene v. State,* 69 Ala. 6; *Keener v. State,* 18 Ga. 194; *State v. Evans,* 33 W. Va. 417. Or to show who was the aggressor. *State v. Faile,* 43 S. C. 52; *Burns v. State,* 49 Ala. 370; *State v. Cushing,* 14 Wash. 527. But these decisions must be taken with certain limitations, some courts holding such evidence not admissible, unless some phase of the other evidence tends to show a case of self-defense. *Rutledge v. State,* 88 Ala. 85; *State v. Elliott,* 45 Ia. 486; *Bell v. State,* 69 Ark. 148. And a number of cases hold that threats made previous to the homicide are not admissible in evidence when uncommunicated to the defendant. *Rogers v. State,* 62 Ala. 170; *State v. Gregor,* 21 La. Ann. 473; *Vann v. State,* 83 Ga. 44; *State v. Maloy,* 44 Ia. 104.

HUSBAND AND WIFE—NOTES EXECUTED BEFORE MARRIAGE—VALIDITY.—MACKEOWN V. LACEY, 86 N. E. 799 (MASS.).—*Held,* that a note given by a man for money loaned to him by a woman prior to their marriage was not extinguished by their marriage, though husband and wife are incompetent to contract with each other.

At common law the debts of a woman are extinguished by her marriage with the debtor; *Smiley v. Smiley's Admr.,* 18 Ohio St. 543; and a note made and given by a husband to his wife before their marriage becomes a nullity on the marriage. *Abbot v. Winchester,* 105 Mass. 115. But under modern marriage reform acts, a debt previously due the wife by the husband remains her separate property, and she may enforce payment by execution after marriage. *Flenner v. Flenner,* 29 Ind. 564.

INNKEEPERS—INSULTS TO GUESTS—INNKEEPERS' LIABILITY.—DE WOLF V. FORD, 86 N. E. 527 (N. Y.).—*Held,* that a hotel keeper is liable to a female guest for a servant's unjustified acts, in the course of his employment, in forcing his way into her room, subjecting her to mortification of an exposure of her person, accusing her of immoral conduct, and ordering her to leave the hotel.

At common law if a guest be beaten in an inn, the innkeeper is not liable, 8 *Coke,* Sect. 33; and no other rule seems to have existed in this

country, *Rahmel v. Lehndorff*, 142 Cal. 681; *Weeks v. McNulty*, 101 Tenn. 495, holds that a hotel keeper is not an insurer of the person of his guests, but he is only bound to exercise reasonable care in their behalf; *Evansville & T. H. R. Co. v. Griffin*, 100 Ind. 221; and the duty cannot be delegated so as to relieve the hotel keeper from liability for non-performance. *Statt v. Churchill*, 36 N. Y. Supp. 476. This seems to be the general rule. *Goddard on Bailments & Carriers*, Sect. 179; *McHugh v. Schlosser*, 159 Pa. St. 480. For unwarranted assaults by his servants he is liable; *Overstreet v. Moser*, 88 Mo. App. 72; but only when done in the discharge of the particular duties for which they are employed, *Little Miami R. Co. v. Wetmore*, 190 Ohio St. 110; *Keith v. Lynch*, 19 Ill. App. 574. *Contra*: *Schouler on Bailments*, Sect. 323. The decision in this case is in line with the tendency of modern legislation, which is to enlarge the responsibility of the master in favor of the servant. *Pennsylvania Co. v. Weddle*, 100 Ind. 138.

LICENSE—REVOCATION—MILLER AND LUX V. KERN COUNTY LAND CO., 99 PACIFIC, 179 (CAL.).—Where license was granted and the grantee entered and expended a large sum of money in consequence thereof, it was *held*, that the license was irrevocable. Beatty, C. J., *dissenting*.

It is generally held that a license is revocable at the will of the grantor. *Lambe v. Manning*, 171 Ill. 612. *Fleeker v. Rye & Banking Co.*, 81 Ga. 461; *Brown v. New York*, 78 N. Y. App. 361. Some courts modify this rule by holding that where expense is incurred by the grantee the license is turned into an agreement that equity will enforce. *Dark v. Johnson*, 55 Pa. St. 164. In many of these cases slight expense has been considered sufficient to make the license irrevocable. *Simons v. Moorehouse*, 88 Ind. 391. Other courts, however, have held that slight expense is not enough. *Wiseman v. Lucksinger*, 84 N. Y. 31. Many courts hold that the license may be revoked, even though the grantee has expended time and money in reliance upon it. *Turner v. Mobile*, 135 Ala. 73; *Lumber Co. v. Wilson*, 119 Mich. 406. Some courts allow the license to be revoked upon compensation being made to grantee for expenditures made by him. *Snowden v. Willas*, 19 Ind. 10; *Hall v. Chaffe*, 13 Vt. 150. In all cases where the grantor is not allowed to revoke the license after the grantee has incurred expense, the decisions are based upon the doctrine of estoppel. *Clark v. Glidder*, 60 Vt. 702; *Tufts v. Capen*, 37 W. Va. 623.

MASTER AND SERVANT—CHOICE OF DANGEROUS METHOD—NEGLIGENCE.—BRADY V. FLORENCE & C. C. R. CO., 98 PAC. 321 (COLO.).—*Held*, that the choice of the more dangerous of two methods of work by a servant does not constitute negligence, if in doing so he does not disobey instructions or rules, acts in good faith, and the method chosen might have been adopted under like circumstances by a prudent man. Goddard and Bailey, JJ., *dissenting*.

The facts in numerous cases have lead the courts to say that when a man chooses a dangerous method of performing a duty, he is guilty of